

Comments of Prisoners Legal Services

Introduction

Prisoners Legal Services (PLS) is a non-profit law office serving Massachusetts prisoners. It welcomes this opportunity to submit comments in response to the Second Further Notice of Proposed Rulemaking (Second FNPRM) adopted on October 17, 2014.

1. The FCC should not permit facilities to recover costs allegedly related to the provision of ICS

The Commission requests comment on “whether correctional institutions incur any costs in the provision of ICS and, if so, how to enable the facilities to recover such costs.”¹ PLS strongly opposes any attempt to have prison telephone consumers reimburse facilities for the costs of facilitating ICS.

a. Facilitating telephone access is a core correctional function.

Providing access to telephone communication with lawyers and loved ones is a core correctional function. The Commission has gathered extensive evidence demonstrating ICS’ benefits to prisons² and to society at large, including lower recidivism and relief from prison overcrowding, as well as benefits to children of incarcerated parents.³ Access to telephones is as necessary to a well-run prison as recreation space or a visiting room. Prison families should not be taxed to pay for such access, especially given its broad social benefits.

¹ Second FNPRM ¶ 21.

² In this comment, “Prison” is used to refer to any correctional facility, whether housing sentenced or pre-trial population and whether under county or state jurisdiction. By the same token, “prisoner” refers to any incarcerated individual, whether pre-trial or sentenced.

³ See Second FNPRM at ¶ 3; *see also* Comments of PLS to First FNPRM at pp. 2-3.

It is unreasonable and unfair to ask that consumers subsidize correctional expenses incidental to telephone use. Correctional Officers (COs) may, in the course of their duties, bring rolling telephones to the doors of prisoners held in segregation or supervise the use of telephones by prisoners in the general population. This can be no more than a tiny portion of any CO's duties and is appropriately part of a CO's job – just as supervising visitation or rehabilitative programming is part of a CO's job. By the same token, to the extent that prison grievance officers or other administrators receive complaints about telephone service and contact ICS providers about problems that arise, this is well within their responsibility – just as they handle grievances on other matters⁴, or seek repairs of other mechanical systems such as HVAC or computers that may be maintained by outside contractors.

A more time-consuming function might be the monitoring of telephone calls. (This is generally done selectively, by recording all calls and then reviewing calls when relevant to an investigation.) However, such monitoring is not done in order to facilitate the provision of ICS. It is done to gather intelligence and provide for institutional security, which are correctional functions. Finally, the Commission has already determined that the space devoted by a facility to telephones has no rental value, and thus imposes no cost on the facility; rather the phones add value to the premises.⁵

⁴ Grievance systems are ubiquitous since the enactment of the Prison Litigation Reform Act, which requires prisoners to exhaust administrative remedies before they can file a law suit.

⁵ See Comments of PLS to First FNPRM at pp. 9-10, discussing *In re Implementation of Pay Telephone Reclassification and Compensation Provisions of Telecommunications Act of 1996, ORDER ON REMAND & NOTICE OF PROPOSED RULEMAKING* ("FCC Prison Payphone Order"), FCC No. 02-39, 2002 WL 252600 **4, 17 F.C.C.R. 6347 (Feb. 21, 2002) and *In the Matter of a Commission Inquiry into the Rates and Charges of Institutional Operator Service Providers, RECOMMENDED DECISION OF THE HEARING EXAMINER*, New Mexico Public Regulation Commission No. 07-00316-UT, November 4, 2010, at 67 ("New Mexico Rate Inquiry"), adopted by the Commission in *ORDER REMANDING CASE ON THE ISSUE OF RATE-OF-RETURN*, December 22, 2010, at 2.

b. Correctional facilities can easily absorb any costs incidental to providing ICS.

The FCC has requested data on ICS-related costs incurred by correctional facilities. PLS does not have such data, but there are several indications that facilities have no need for reimbursement of such costs.

Site commissions collected by Massachusetts facilities are not used to cover ICS-related costs, demonstrating that such costs (to the extent they have any substance at all) are already accounted for in correctional budgets. As noted in PLS' previous comments, site commissions paid to county facilities are placed in an inmate benefit fund for use by the facilities.⁶

Commissions paid to the Massachusetts Department of Correction are transferred to the General Fund of the Commonwealth, and not available to the DOC.⁷

In Massachusetts, as nationally, facilities have vociferously defended site commissions – not as a means of recovering ICS-related costs, but rather as a means of paying for educational and treatment programs and other benefits for prisoners.⁸ In July 2012 testimony before the Massachusetts Department of Telecommunications and Cable, representatives of the Suffolk County Sheriff's Department urged the agency to sustain commissions precisely because they are used solely to benefit prisoners, through educational and treatment programs and inmate

⁶ See Comments of PLS to First FNPRM at pp. 4-5, citing "An Act transferring county sheriffs to the Commonwealth," Senate. No. 2045, Section 12.a (enactment of the Senate and House of Representatives providing that inmate telephone funds shall remain with the office of the sheriff in abolished counties) (2009).

⁷ *Id.* at 4, citing G.L. c. 29 § 2 (April 1, 2003).

⁸ PLS continues to maintain that while treatment and educational programs in prison are underfunded and sorely needed, to pay for these programs through consumer telephone rates is unjust to consumers and harmful to society, because high rates make prisoners unable to maintain community ties and therefore less successful on release.

supplies.⁹ The Suffolk County representative testified that prison telephone systems “are not garden-variety telephone systems,” and pointed to an “advanced system in place for monitoring the telephone calls,” but he did not claim that his facility incurred ICS costs or that site commissions offset such costs. Rather he pointed out, “the [site commission] funds that we derive that go into that inmate benefit fund have to be spent for the benefit if inmates... They aren’t used for staff. This is not used for building maintenance. This is used to benefit simply the inmates themselves.”¹⁰

Nationally, it is clear that facilities do not depend on external payments to cover costs associated with ICS. The mandatory data collection suggests that total site commission payments represent just 0.3 percent of total prison/jail operating expenses, and Securus estimates they represent 0.4 percent of operating expenses.¹¹ And this tiny percentage of the correctional budget that comes from site commissions is primarily used for purposes other than facilitating ICS. States that have eliminated site commissions reduced consumer rates correspondingly without permitting any payment to facilities for ICS costs, and there is no indication in these states of diminished willingness or ability by facilities to offer ICS. The FCC should not impose this burden on telephone consumers.

2. The Commission should ensure that consumer rates do not include site commissions.

PLS applauds state initiatives to prohibit site commission payments. While such a prohibition at the federal level would be welcome and well-justified, PLS takes no position at this time on whether it is within the Commission’s legal authority.

⁹ Testimony of Russ Homsey, Assistant General Counsel for the Suffolk County Sheriff’s Department, before the Department of Telecommunications and Cable of MA, July 12, 2014, p. 88 (relevant pages of transcript attached as Ex. 1).

¹⁰ *Id.* at 91-92.

¹¹ See Second FNPRM at paragraph 23 and n. 86 and 87.

In the absence of such a prohibition, the record clearly supports the establishment of telephone rates founded on ICS costs (whether these costs be incorporated in a rate cap, safe harbor rates or rate-of-return regulation) which exclude payment of site commissions. As the Commission has noted, with support from the data it collected, “[t]he record is clear that site commissions are the primary reason ICS rates are unjust and unreasonable and ICS compensation is unfair.”¹²

In order to eliminate the anti-competitive effects of site commissions, all consumer charges, including all fees, must be capped at levels which are based on ICS costs alone, and do not permit payments to facilities. Without such limits, ICS providers will be able to offer inducements to facilities from profits on ancillary fees and other charges. As discussed below, the ancillary fee levels in the Provider Proposal are far higher than levels set by states such as Alabama and New Mexico in relation to costs; these levels would allow continued kickbacks to facilities, paid for by ICS consumers, even if calling rates are capped at levels close to ICS costs.

It is also important that rates and fees are capped at a rate that does not permit inducements such as gifts to facilities of computers and other equipment, administrative staffing, and other benefits that are not necessary to the provision of ICS. This practice is illustrated by contracts from several Massachusetts counties in recent years, which have included, in addition to site commissions of 48-50 percent of ICS revenues, an “annual technology fee” from \$50-75,000 and funding of \$130,000 for two “on site administrators” (or, in one case, \$60,000 for one administrator).¹³ ICS providers should be expected to provide necessary technology and

¹² Second FNPRM ¶ 21.

¹³ See Exhibit 2, which contains contracts demonstrating the following inducements from providers to facilities in Massachusetts counties, in addition to a 48% commission in each county: Bristol County (2011) was given two onsite administrators at \$130,000 per year plus a \$75,000 annual technology fee; Berkshire County (2012), Essex County (2011) and Suffolk

administration for their own services as part of normal overhead costs, which can reasonably be recovered through rates. However, it appears that cash is flowing from consumers to county facilities with no assurance that it is cost-based or actually used to provide ICS. Furthermore, any role played by facility staff in facilitating ICS provision is a correctional function and should not be disproportionately borne by consumers as opposed to general taxpayers.

Finally, there is no need for a lengthy phase-in period to wean correctional institutions off of site commissions. It has been over a year since the issuance of the first FNPRM, which clearly gave notice that interstate ICS rates could no longer include commission payments and that intrastate rates would likely be similarly regulated. Given the very small fraction of correctional budgets represented by site commissions (0.3 or 0.4 percent, as noted above), facilities will have no difficulty functioning without them. On the other hand, such payments often represent a doubling of consumers' telephone bills, or even higher, causing extreme hardship.

If site commissions are not prohibited, but rather removed from the rates that providers are allowed to charge, then in the future ICS providers' ability to make cash or non-cash payments to correctional facilities should be considered evidence that rates are so high as to generate more than a reasonable rate of return for the providers.

County (2012) adopted the Bristol County contract and incorporated the same payments for commissions, administrators and technology fees; Middlesex County (2013) also adopted the Bristol County contract, and received 48% commissions and a \$50,000 technology fee; Worcester County (2012) adopted the Bristol County contract and received 48% commissions plus one onsite administrator at \$ 60,000 administrator and a \$50,000 technology fee.

3. Interstate and Intrastate Rate Reform

a. Rates must be cost-based regardless of the mechanism adopted.

Whatever rate-setting mechanism the Commission adopts, rates must be established in relation to the costs borne by ICS providers in order to be just, reasonable and fair as required by the Telecommunications Act, 47 U.S.C. §§ 201 and 275. Whether based on a rate-of-return mechanism, safe harbors, or rate caps, the rates must be established based on costs plus a fair return on investment for providers. Rate of return regulation ensures that rates will provide for costs plus a reasonable rate of return for providers, but it must be revisited periodically to ensure that providers do not indefinitely reap the benefits of savings from improved technology or industry consolidation (“regulatory lag”).¹⁴ If a rate cap or safe harbor provision is adopted, there should similarly be provisions that ensure that rates remain just and reasonable over time.¹⁵

b. Rates must be regulated even after site commissions are eliminated

The Second FNPRM asks whether the elimination of site commissions will “[f]oster a competitive market that will ensure just and reasonable rates and fair compensation for ICS while minimizing regulatory burdens on ICS providers and the Commission.”¹⁶

The elimination of site commissions is a crucial and necessary step forward but it is not in itself sufficient to ensure just and reasonable rates. The elimination of commissions will, as the Commission suggests, eliminate a fundamental distortion in the ICS market and will encourage correctional institutions to “prioritize lower rates and higher service quality as

¹⁴ See *National Rural Telecom Ass’n. v. FCC*, 988 F.2d 174, 178 (D.C. Cir. 1993).

¹⁵ Thus when the Commission moved from rate of return regulation to price cap regulation of interstate services of local telephone exchange companies, it provided for future adjustments for inflation and expected savings from technological innovation and other economies. See *id.*

¹⁶ Second FNPRM at ¶ 27

decisional criteria in their RFPs.”¹⁷ However, it will not by itself create a competitive market for ICS. Every facility is a de-facto monopoly serviced by a single ICS provider. So long as the consumers themselves have no say in the contracting process, and no choice of provider when making a call, there will be no true competition, and the need to regulate rates will remain. Further, the extreme market dominance by a few of the largest ICS providers limits – at least for now – the competitiveness of the ICS marketplace.

In addition, it will be extremely challenging (if not impossible) to ensure that all inducements of any form are removed from the ICS bidding process. As noted above, providers may offer payments in the form of a “technology fee” or administrative salaries, and it will be extremely difficult to monitor whether such payments are used entirely for ICS purposes or rather are a subsidy to the correctional budget intended to induce a contract offer.

c. The Commission Should Eliminate the 15 Minute Rate Cap

The Commission should eliminate the 15 minute rate cap in favor of a per-minute cap¹⁸ with no surcharge and no commissions. Based on MADOC data and Securus Technologies, most of calls from prisons are shorter than 15 minutes.¹⁹ MA ICS consumers also report that dropped calls continue to be a problem; a per-minute rate would avoid the need for consumers to seek reimbursement of per-call charges on dropped calls. By simplifying the rate structure, the Commission would ensure that consumers experiencing shorter calls and dropped calls are treated more equitably.

¹⁷ *Id.*

¹⁸ The Petitioners have supported the rate of seven cents per minute previously suggested by Wright petitioners’ experts, but have not independently analyzed the data collected by the Commission since the experts’ reports.

¹⁹ See Attachment C to MADOC 2013 RFR on Inmate Call Volume Data, Attached as Exhibit 3; see also Response of Securus Technologies to Petition of Recipients of Collect Calls from Prisoners at Correctional Institutions Seeking Relief from Unjust and Unreasonable Rates in DTC 11-16 available at: <http://www.mass.gov/ocabr/docs/dtc/dockets/11-16/securusresptn.pdf>.

4. Ancillary Fees Should be Largely Prohibited and Otherwise Regulated

The Commission should generally prohibit the imposition of ancillary fees by ICS providers as supported by the Wright Petitioners and other advocates.²⁰ Most expenses covered by fees are incident to the general costs of conducting business in the ICS industry and should be included in the per-minute rates. Many ICS providers currently charge fees for establishing an account, maintaining an account, closing an account or refunding money from an account.²¹ ICS providers such as GTL and Securus require that consumers deposit a certain amount of money (generally \$25 or \$50) into their account before they are allowed to place calls, and then charge the consumer to receive a refund from that required deposit amount. This is entirely unreasonable.²² These fees should be eliminated, as supported by the proposal of the Minnesota Department of Commerce, because they are services that cannot be avoided by ICS consumers and that are common to all ICS end-users at a given facility.²³

²⁰ Second FNPRM at ¶ 91.

²¹ See Second FNPRM in 12-375 at footnote 238.

²² Similarly, providers should be prohibited from seizing funds from consumers' accounts when there is a period of account inactivity. Prisoners are often transferred to different facilities or placed in isolated confinement (which can be for disciplinary or non-disciplinary reasons), and may not have access to the phone or to their accounts in such situations. They and their loved ones should not be penalized for something that is outside of their control. See D.T.C. Public Hearing testimony of Kinami Washington. Attached as Exhibit 4 and available at: <http://www.mass.gov/ocabr/docs/dtc/dockets/11-16/kwashingtoncmnts.pdf>; and D.T.C. Public Hearing testimony of Scott Deschaine. Attached as Exhibit 5 and available at: <http://www.mass.gov/ocabr/docs/dtc/dockets/11-16/sdeschaineccmts.pdf>.

²³ *Id.* at ¶ 88.

Given economies of scale, it is clear that many ICS fees bear no relation to cost.²⁴ Fees must not be allowed to become a new profit center for ICS providers. Once ICS rates are capped at a reasonable rate -- one which does not allow for the payment of commissions -- providers should not be allowed to rely on high fees to generate profits and to provide for payments to facilities (whether called “commissions” or not). This would negate the intent of rate regulation.

Any fees that the Commission considers legitimate should be strictly regulated, cost-based and capped. This is the only way to ensure that ancillary fees do not become an unreasonable barrier to communication between those who are incarcerated and their loved ones. In addition, if the FCC allows fees for particular methods of depositing money into an account (e.g. payment by credit card), it should also require that providers explicitly inform consumers of additional no-cost or low-cost options for depositing money. Many consumers are not told that there is a no-cost option to placing funds in an account such as sending in a check, and providers appear to discourage this method of payment.²⁵

Similarly, charges for other services, such as single payment or single call services, should only be allowed if consumers are explicitly informed of their other options for receiving calls and establishing accounts.²⁶ In addition, there may be a lag time for setting up an account with the provider, increasing the need for single call services during the early incarceration period. Perhaps providers and facilities could be required to better streamline the process for

²⁴ *Id.* at ¶ 81. Also, it is indisputable that account set up costs are negligible, particularly for pre-paid and debit accounts. *See generally* Alabama PSC Final Order at p. 22.

²⁵ D.T.C. Public Hearing testimony of Lori Stanton. Attached as Exhibit 6 and available at: <http://www.mass.gov/ocabr/docs/dtc/dockets/11-16/lstantoncmnts-20120802103841.pdf>.

²⁶ A PLS Staff attorney recalls spending an exorbitant amount on such calls (prior to becoming a PLS staff attorney) in order to receive a call from a family member at the Bristol County House of Corrections who had never before been incarcerated and also did not know how to set up an account. The attorney was never informed that there was a cheaper way to receive the call.

establishing an account, so that consumers are less burdened by the single call fees. PLS otherwise supports Alabama's approach of capping the service fee for such single payment calls.

In sum, the FCC should generally prohibit ancillary fees and allow providers to apply for a waiver of the prohibition, under which they would be required to document that the costs associated with the service are not recoverable through the per-minute rate cap. Any fees which are permitted should be based on the cost of providing service.

5. The FCC Should Ensure that ICS is Equally Available to All Inmates and Their Families, Including the Disabled.

a. TTY Services are not Readily Accessible

Prisoners' Legal Services advocates on behalf of a number of deaf and hard of hearing prisoners. Through our extensive interviews with multiple deaf and hard of hearing prisoners in the MADOC and conversations with the attorney of one deaf county prisoner, it appears that these prisoners have either no access to TTY or severely restricted access to TTY (only in the evenings upon request). Because of the lack of access, they are unable to communicate with their family members, friends or attorneys to the same extent as hearing prisoners.

PLS also concurs with the assertions of HEARD (Helping Educate to Advance the Rights of the Deaf), described in the Second FNPRM, that due to the limited literacy abilities of many deaf prisoners, TTY calls are at least six to eight times longer than hearing calls.²⁷ PLS is currently representing two deaf prisoners who have extremely limited literacy skills and communicate exclusively via American Sign Language. They are virtually unable to effectively use the TTY system without assistance or significant training, which the MADOC has not provided.

²⁷ Second FNPRM at ¶136.

Deaf and hard of hearing prisoners are essentially denied access to ICS without meaningful access to video phones. The deaf community widely communicates via video phones, making TTY communication virtually obsolete. Friends and family members of deaf prisoners generally do not have access to a TTY at home, which makes TTY an unequal and inadequate means of communication. PLS is representing two profoundly deaf prisoners who have made virtually no phone calls to friends and family in almost 15 years, severely compromising their ties to their families and community supports. Video phone calls can easily be recorded and screened for security purposes. The MA DOC is just beginning to implement limited video phone access in a few facilities across the state.²⁸ However, PLS has severely hard of hearing clients in other facilities who will not benefit from the video phone services available in those facilities. Only by increasing accessibility to video phones, will deaf and hard of hearing prisoners truly have equal access to telecommunications in correctional facilities.

6. Harmonizing state regulations

PLS greatly appreciates the Commission's encouragement of state regulatory action, particularly given that PLS represents a group of prisoners, family members and attorneys who petitioned the Massachusetts Department of Telecommunications (DTC) to reduce ICS rates and investigate the poor quality of prison telephone service, DTC no. 11-16. But federal regulation remains imperative. Many or most states lack advocates with the resources or mandate to initiate lengthy proceedings before the state regulatory body, and not every regulatory body will have the resources or the political will to engage in the costly and lengthy process of ICS rate regulation. Without federal regulation that is binding upon the states, the FCC's years of work

²⁸ See MADOC Sorensen standard video phone contract at Exhibit 7.

will be undermined, as the ICS providers deploy their substantial resources state by state to secure higher intrastate rates.,

In order to ensure that ICS consumers across the country are protected, the Commission should state that any intrastate rate higher than the limit set by the Commission is preempted. Rates set by the FCC, after extensive data gathering, will ensure that ICS providers are able to profitably provide service. This is in harmony with principles of regulation broadly applicable to the various states.²⁹ Thus, a national rate established by the FCC is appropriately viewed as a ceiling that protects ICS profitability, and which no state should be permitted to exceed. State-level reforms which provide for higher rates, as well-intended as they are, should yield to the extensive data-gathering and national analysis conducted by the FCC.

At the same time, there may be justification in some instances for states to set rate caps lower than those established by the FCC. In ensuring ICS providers reasonable profitability, the FCC may provide some cushion in its rates in order to account for variation in costs due to facility size and the nature of the incarcerated population. State regulators that examine ICS costs and find that an intrastate rate lower than the Commission's cap is justified -- perhaps because the state has generally larger facilities or relatively smaller pre-trial populations -- should be permitted to set lower rates. Or, the FCC may set intrastate rates using a rate cap, while a given state may chose the more laborious path of rate-of-return regulation (as New Mexico has done), and arrive at a lower rate. The FCC should explicitly state that a lower state-

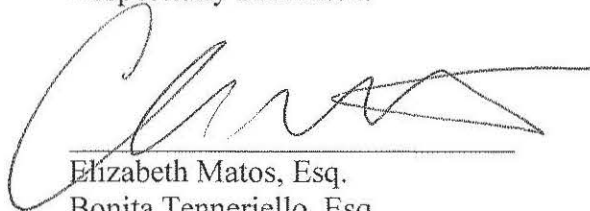
²⁹ For example, Massachusetts follows the broadly accepted regulatory principle, embodied in 47 U.S.C. § 201, that telephone rates must be just and reasonable, *see* G.L. C. 159, § 14, permitting a utility to meet its cost of service and a "fair and reasonable return" on its investment. *See Hingham v. Dept' of Telecommunications and Energy*, 433 Mass. 198, 203 (2000) (citing *Lowell Gas. Co. v. Dept. of Public Utils.*, 324 Mass. 80, 94-95 (1949)).

imposed intrastate rate is not inconsistent with the federal regulation, so long as it permits providers to recover costs plus a reasonable rate of return on investment.

For the reasons well-articulated by the Commission,³⁰ and stated in PLS' previous comments, providers should in no instance be permitted to recover site commissions from consumers. Should the Commission address site commissions through rate regulation, its regulation would be entirely undermined if states could set higher intrastate rates and thereby permit site commission payments. This is one more reason for the Commission to explicitly preempt intrastate rates above the levels set by the Commission.

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³⁰ See Second FNPRM ¶¶ 3 and 4.

1 MR. HOMSY: Good afternoon. I am Russ
2 Homsy. I am the Assistant General Counsel with the
3 Suffolk County Sherriff's Department.

4 THE HEARING OFFICER: Since you are
5 not entered into this matter, if I could just ask you
6 to spell your name for the court reporter.

7 MR. HOMSY: Sure, R-U-S-S-E-L-L,
8 H-O-M-S-Y.

9 THE HEARING OFFICER: And the phone
10 number I have for you is 617-704-6535.

11 MR. HOMSY: That's correct.

12 THE HEARING OFFICER: Then you may
13 begin.

14 MR. HOMSY: Thank you. I just wanted
15 to point out that the use for the funds we receive
16 from the commissions, what those are actually used
17 for.

18 Those funds are generally used for lots
19 of inmate programming. Life-skills programs, GED
20 programs for inmates, vocational programs and
21 reentry programs. They're also used for inmate
22 supplies. These are generally not of the types that
23 are necessary but things that help inmates during the
24 time of their incarceration like library supplies,



1 certain recreational supplies, computers and
2 software. This is what the funds from those
3 commissions derived are used to spend on.

4 I also want to point out that the
5 telephone systems that are used in these facilities
6 are not garden-variety telephone systems, which is
7 what I'm hearing it's often compared to. Where you
8 buy a calling card and it's very similar in terms of
9 the cost of those systems.

10 Here we have a system that's tied to
11 inmate accounts, which costs considerably more.
12 There's a very advanced system in place for
13 monitoring the telephone calls. And it protects the
14 public and victims from harassing calls. It also
15 provides unfettered attorney-client communication.
16 Those are all things that are used as part of this
17 system.

18 The benefits of those funds I think we
19 all can agree are beneficial to the inmates
20 themselves. They are beneficial to the staff and
21 security of the institutions. And they are also very
22 beneficial to the public as a whole.

23 Those funds are used to help prevent
24 recidivism. They provide security to the staff at

1 the institution. They provide security to the
2 inmates themselves. We overhear during the
3 monitoring of telephone calls whether there is going
4 to be a hit on a particular inmate.

5 It's also used to help provide
6 assistance in classification of inmates. One of the
7 most important functions in an institutions is to
8 make sure that inmates that are a danger to each other
9 are put into separate areas. This provides a
10 valuable tool for classification.

11 It also prevents contraband
12 potentially from entering the facility. And it
13 provides security to the public with a very valuable
14 law enforcement tool.

15 The effect of a fee reduction for those
16 commissions would be complete loss or a virtual
17 complete loss of the programming that I just
18 mentioned, a reduction of the inmate supplies that
19 I just mentioned that would result in higher levels
20 of recidivism, increased security concerns and
21 increased downtime for the inmates.

22 That provides also a mental-health
23 problem for the inmates. There would simply be less
24 for them to do during their incarceration, more

1 downtime. What I think we have going on here really
2 is, I think we all can agree that use of those funds
3 is very beneficial to all those inmates.

4 What we are trying to do, I think, is
5 to shift the burden of those fees from the inmates
6 themselves and their families to the taxpayer.
7 There is just simply no additional tax revenue to make
8 up that budget shortfall.

9 And I'm hearing a lot of people
10 classifying the population that is affected by these
11 particular fees as either poor or minority. But I
12 think the more appropriate categorization of these
13 people are people that are incarcerated for the
14 commission of a crime.

15 These are the people where the burden
16 has been placed. Notwithstanding the fact that
17 there is simply no additional budget funding and that
18 if these commissions are reduced, these programs are
19 going to disappear. And placing the burden for those
20 fees on those that are benefiting the most is really
21 what is actually fair.

22 By law, the funds that we derive that
23 go into that inmate benefit fund have to be spent for
24 the benefit of the inmates. These are not funds that

1 go to the general fund for the sheriffs or the state
2 facilities to just use for general appropriations.

3 These aren't used for staff. This is
4 not used for building maintenance. This is used to
5 benefit simply the inmates themselves.

6 Dan Martini, the CFO from my office
7 would like to just speak to some of the detail
8 specificity as to the program loss that would result
9 in a reduction of these commissions. Thank you.

10 THE HEARING OFFICER: Daniel Martini.

11 MR. MARTINI: Good morning.

12 THE HEARING OFFICER: Good morning or
13 good afternoon. If I could ask you to spell your name
14 and provide your contact information for the court
15 reporter.

16 MR. MARTINI: Sure. It's Daniel
17 Martini. I am the CFO at the Suffolk County
18 Sheriff's Department. My telephone number is
19 617-704-6531. I think I provided my email address.

20 THE HEARING OFFICER: Yes, you did.

21 MR. MARTINI: I just wanted to briefly
22 point out a couple of facts that face some of the
23 sheriff's departments and certainly the Suffolk
24 County Sheriff's Department. Having been with the

1 Suffolk County Sheriff's Department for the last 25
2 years, I've seen how the budget cycles have gone.
3 And in the last six, seven, eight years the budget
4 cycle has been going in a downward trend similar to
5 the national economy.

6 A lot of the things that we fund through
7 the telephone commission funds that come in, really
8 are supplementing the things we would not be able to
9 do as a result of the loss of basically appropriations
10 that we have received.

11 When Russ Homsy mentions programs, we
12 have a series of vocational programs where we
13 actually take those funds and have our inmates learn
14 things like food sanitation programs so they can seek
15 gainful employment in places like restaurants and
16 food prep areas in hotels.

17 We also provide OSHA certification for
18 the inmates so that they can go into any construction
19 world and be able to say I have my OSHA certification.
20 A lot of the benefits that are derived as a result
21 of the funds that are received go directly to the
22 inmates exactly as Russ Homsy has just mentioned.

23 Recently, the Commonwealth of Mass.
24 had cut all of the HIV state grant funding to the

1 sheriffs' departments. Because we receive these
2 commissions, we were able to continue our HIV
3 programming, which is critical and really important
4 to the inmate populations, because it's a highly
5 affected population.

6 Had we not had those kind of fundings
7 when the State cut the HIV programming that
8 essentially would have meant for Suffolk County that
9 there would be no HIV programming.

10 So, it isn't just a simple matter of
11 saying that these funds are going to the
12 Commonwealth. They're not. They're going directly
13 to the benefit of the inmates and that is exactly what
14 we are using the funds for.

15 We have another program called Project
16 Place, which is a step-down mentoring program so we
17 try to reintegrate inmates into our communities.
18 And it's done through a series of programs that they
19 have to go through within the facility. Then there
20 is a mentorship program where they actually meet with
21 mentors. When they are released, they continue that
22 relationship on the outside to help them to
23 reintegrate into the community.

24 So, these and many other types of

1 programs would all but fade away if not for the fact
2 that we are receiving commission-based revenues.
3 That is the only point I really wanted to make is that
4 in reality if we lose the commissions, the State is
5 not going to then turn around and say, here's more
6 money for you to do these things. They are not and
7 they haven't. Just like HIV happened this year, we
8 know that's not going to happen because of the
9 downward trend in the economy right now.

10 That is really the only point I wanted
11 to make is that a lot of these things would go away
12 if the commissions go away.

13 THE HEARING OFFICER: I am going to go
14 off the record just for a moment.

15

16 (A recess was taken)

17

18 THE HEARING OFFICER: Let's go back on
19 the record. The first thing I want to do is give a
20 chance for the representatives of Securus to make a
21 statement if they so wish at this time.

22 MR. HOPFINGER: Yes.

23 THE HEARING OFFICER: Mr. Hopfinger,
24 please have a seat. Do you want your statement to

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Securus Technologies, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Bristol Sheriff's Department MMARS Department Code: BSD	
Legal Address: (W-9, W-4,T&C): 14651 Dallas Parkway, 6 th floor Dallas, TX 75254		Business Mailing Address: 400 Faunce Corner Rd North Dartmouth, MA 02747	
Contract Manager: Trish Auger		Billing Address (if different):	
E-Mail: tauger@securustech.net		Contract Manager: Dante Balestracci	
Phone: 872-277-0300	Fax: 872-277-0514	E-Mail: dantebalestracci@bcso-ma.org	
Contractor Vendor Code: VC7000090409		Phone: 508-895-8400	Fax: 508-895-3328
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RF/Procurement or Other ID Number: 2011-410	
XX NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days _____ % PPD; Payment issued within 15 days _____ % PPD; Payment issued within 20 days _____ % PPD; Payment issued within 30 days _____ % PPD. If PPD percentages are left blank, identify exemption: _____ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); _____ federal grant/trust; _____ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: To provide a Coinless Inmate & Public Telephone System for The Bristol County Sheriff's Office for the term of five (5) years with and option for an additional four (4) year contracts and the discretion of BCSD to renew. Securus Technologies will pay BCSD a commission rate of 48% monthly using the formula stated in the RFP Cost and Commission Proposal plus they will provide annual funding for two on-site administrators of \$130,000.00 to be paid in a lump sum or monthly and provide \$75,000.00 annual for Technology that will be paid in monthly installments. The RFP proposal and the Cost and commission Proposal are part of this contract.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>07/01/2011</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>07/01/2011</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: <u>Robert Pickman</u> Date: <u>7/29/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Pickman</u> Print Title: <u>COO</u>		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: <u>Thomas Hodgson</u> Date: <u>08/08/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Thomas Hodgson</u> Print Title: <u>Sheriff</u>	

EXHIBIT

2

DEC 16-22-11VS

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Securus Technologies Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: BERKSHIRE SHERIFF DEPARTMENT MMARS Department Code: SDB	
Legal Address: (W-9, W-4,T&C): 14651 Dallas Parkway 6th Fl Dallas TX 75254		Business Mailing Address: FINANCE DEPT., 467 CHESHIRE RD., PITTSFIELD, MA	
Contract Manager: Trish Auger		Billing Address (if different):	
E-Mail: tauger@securustech.net		Contract Manager: JOHN J. QUINN, JR.	
Phone: 972-277-0300	Fax: 972-277-0514	E-Mail: john.quinn@sdb.state.ma.us	
Contractor Vendor Code: VC7000090409		Phone: 413-443-7220 x1104	Fax: 413-499-7200
Vendor Code Address ID (e.g. "AD001"): AD 001		MMARS Doc ID(s): N/A	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Berkshire Sheriffmat13	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<u>CONTRACT AMENDMENT</u> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> <u>agree to standard 45 day cycle</u> ___ <u>statutory/legal or Ready Payments (G.L. c. 29, § 23A)</u> ; ___ <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: To provide coinless inmate telephone system for the Berkshire County Sheriff's Office (SDB) for the term of (4) four years with option for additional four (1) year contracts at the discretion of the SDB to renew. Securus Technologies Inc. will pay SDB a commission rate of 48% monthly using the formula stated in the Bristol County RFP Cost and Commission Proposal. The Bristol County Sheriff Department RFP is part of the contract.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of July 1, 2012, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Robert Pickens</u> Date: <u>7-11-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Pickens</u> Print Title: <u>COO</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>John J. Quinn, Jr.</u> Date: <u>7-13-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John J. Quinn, Jr.</u> Print Title: <u>Superintendent</u>	

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, made this 9th day of April, 2012 by and between the Essex County Sheriff's Department, P.O. Box 807, 20 Manning Avenue, Middleton, Massachusetts 01949 (hereinafter "the Sheriff's Department") and Securus Technologies, Inc., 14651 Dallas Parkway, 8th Floor, Dallas Texas 75254. (hereinafter "the Contractor").

WHEREAS, the Sheriff's Department desires to purchase Inmate Calling Systems and Related Services:

WHEREAS, the Contractor desires to sell Inmate Calling Systems and Related Services to the Sheriff's Department.

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION I. SHERIFF'S DEPARTMENT GRANT TO the Contractor

The Sheriff's Department hereby grants to the Contractor, as an independent contractor, the exclusive right to provide Inmate Calling Systems and Related Services to the Essex County Sheriff's Department.

SECTION II. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor will provide Inmate Calling Systems and Related Services in compliance with the provisions of the Agreement, and in compliance with the provisions of an Invitation to Response opened August 8, 2011 by The Bristol County Sheriff's Office and the Contractor's submitted Bid for Inmate Calling Systems and Related Services, and the Contractor's Letter of Intent

RECEIVED
15-09-12VS

RECEIVED
14-25-12VS

copies of which are attached hereto as Exhibits A, B and C respectively, and which are hereby incorporated by reference as if fully set forth herein.

- B. The Contractor shall hire all employees necessary for the performance of this Agreement. All persons employed by the Contractor will be the employees of the Contractor, and not the Sheriff's Department. All persons employed by the Sheriff's Department will be the employees of the Sheriff's Department, and not the Contractor. The Contractor, in performing work required by the Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, or in violation of federal, state or local law.
- C. The Contractor agrees that the Contractor's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct at the Facility, which the Sheriff's Department imposes upon Sheriff's Department employees and agents.
- D. The Contractor shall be responsible for the payment of all state and federal sales taxes, and any other taxes imposed by any other governmental entity so authorized arising from the furnishing of the Inmate Calling System and Related Services pursuant to the terms of this Agreement. The Contractor hereby agrees to indemnify, defend and hold harmless the Essex County Sheriff and Essex County Sheriff's Department and their respective agents, servants, employees and representatives of and from any and all losses, claims, actions, liabilities and expenses arising from the Contractor's failure to pay any taxes for which the Contractor is responsible pursuant to this paragraph.
- E. The Contractor has obtained all liability and other insurance required to provide goods and services pursuant to this Agreement, including worker's compensation, automobile, comprehensive general liability and product

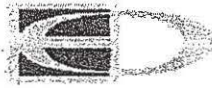
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CONTRACTOR LEGAL NAME: Securus Technologies (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Middlesex Sheriff's Office	
Legal Address: (W-9, W-4, T&C): 14051 Dallas Pkwy, Wth FL Dallas, TX 75254		MMARS Department Code: SDN	
Contract Manager: Valerie Strzelecki		Business Mailing Address: 400 Mystic Ave, 4th Fl, Medford, MA 02155	
E-Mail: vstrzelecki@securus.com		Billing Address (if different):	
Phone: 214-775-4330 Fax:		Contract Manager: Michael Blatus	
Contractor Vendor Code:		E-Mail: mblatus@sdm.state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD		Phone: 781-960-2800 Fax: 781-960-2502	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
This following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 8.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29 § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To provide a witness & public telephone system for the Middlesex Sheriff's Office based on a cooperative procurement by the Bristol County Sheriff's Department.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. May be incurred as of the Effective Date July 31, 2013 (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. May be incurred as of a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as July 30, 2016 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §01 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Robert Picken</u> Date: <u>8/15/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Picken</u> Print Title: <u>COO</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Michael C. Blatus</u> Date: <u>8/15/2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael C. Blatus</u> Print Title: <u>Purchasing Director</u>	





SECURUSTM
TECHNOLOGIES

July 22, 2013

Ms. Bridget Cook
Budget Director
Middlesex Sheriff's Office
400 Mystic Avenue, 4th Floor
Medford, MA 02155

Dear Ms. Cook,

This letter is to respectfully request that the Middlesex Sheriff's Office (MSO) exercise the right to tag to the current Bristol County Sheriff's Office (BCSO) contract which expires on June 30, 2016. In addition, the BCSO contract has four (1) year additional renewals.

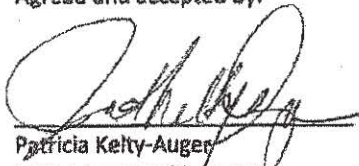
Please be advised that Securus Technologies, Inc. agrees to the extension which would include the following:

1. The calling rates are as follows:
\$2.50 surcharge/.10 per minute additional for all calls in-state (existing evening and night additional minute fee to remain the same)
\$3.95 surcharge/.89 per minute additional for all calls out-of state
2. Securus shall pay to the MSO 48% commission of all gross revenues generated from inmate non-coin operated calls placed from the Billerica House of Correction and the Cambridge Jail.
3. Securus shall pay the MSO \$50,000 (fifty thousand dollars even) annual administrative fee. (This will be paid in monthly amounts of \$4,166.66)
4. Video Visitation – 90 day free trial period for video visitation with the option to implement at end of the 90 day period.
5. THREADS – 60 day free trial period with the option to implement at end of 60 day period.

The execution of this document by both parties will provide for a contract until June 30, 2016.


We consider the Middlesex Sheriff's Office an invaluable partner and look forward to a continued successful relationship.

Agreed and accepted by:


Patricia Kelly-Auger
Major Account Manager

Date: 9-3-13

Agreed and accepted by:


Middlesex Sheriff's Office

Date: 7-22-13

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This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/leg under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Securus Technologies Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Suffolk County Sheriff Department MMARS Department Code: SDS	
Legal Address: (W-9, W-4, T&C): 14651 Dallas Parkway 6th Fl Dallas TX 75254		Business Mailing Address: 20 Bradston Street Boston MA 02118	
Contract Manager: Trish Auger		Billing Address (if different):	
E-Mail: tauger@securustech.net		Contract Manager: David Moy	
Phone: 972-277-0300 Fax: 972-277-0514		E-Mail: dmoy@scsdma.org	
Contractor Vendor Code: VC7000090409		Phone: 617-635-1000 x 2126 Fax: 617-704-8583	
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: Bristol County 2011-410	

<p><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><u>X</u> Statewide Contract (OSD or an OSD-designated Department)</p> <p><u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><u>Department Procurement</u> (Includes State or Federal grants §16 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p><u>CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

X **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle statutory/legal or Ready Payments (G.L.c. 28B.5.23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: To provide coinless inmate & public telephone system for the Suffolk County Sheriff's Department (SDS) for the term of (4) four years with option for additional four (1) year contracts at the discretion of the SDS to renew. Securus Technologies Inc. will pay SDS a commission rate of 50% monthly using the formula stated in the Bristol County RFP Cost and Commission Proposal, plus they will provide annual funding for two on-site administrators of \$130,000.00 to be paid in a lump sum or monthly payments and provide \$75,000.00 annual for Technology that will be paid monthly installments. The Bristol County Sheriff Department RFP and the Attached Rider are part of the contract.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

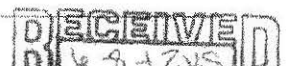
X 2. may be incurred as of July 1, 2012, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2016, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>6/26/12</u>	X: <u>[Signature]</u> Date: <u>6/26/12</u>		
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Robert Pickens</u>		Print Name: <u>DAVID F. MARTIN</u>	
Print Title: <u>COV</u>		Print Title: <u>CFO</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Securus Technologies Inc</u>		COMMONWEALTH DEPARTMENT NAME: <u>Sheriff's Department Worcester</u>	
Legal Address: (W-9, W-4, T&C): <u>14651 Dallas Pkwy, 6th Floor, Dallas TX 75254</u>		MMARS Department Code: <u>SDW</u>	
Contract Manager: <u>Patricia Kelly-Auger</u>		Business Mailing Address: <u>5 Paul X Tivnan Drive, West Boylston, MA 01583</u>	
E-Mail: <u>tauger@securustech.net</u>		Billing Address (if different):	
Phone: <u>877-250-8782</u> Fax: <u>781-275-9210</u>		Contract Manager: <u>Mary Ann Reynolds</u>	
Contractor Vendor Code:		E-Mail: <u>Reynolds@sdw.state.ma.us</u>	
Vendor Code Address ID (e.g. "AD001"): <u>VC7000090409</u>		Phone: <u>508-854-1831</u> Fax: <u>508-854-1878</u>	
(Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
___ NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <u>Bristol County</u> <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> Enter Amendment Amount: \$ <u> </u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u> </u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify exemption: <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> federal grant/trust; <u> </u> initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) <u>To provide a Coinless Inmate & Public Telephone system for the Worcester County Sheriff's Office for the terms entered into with the Bristol County Sheriff's Office. This contract will have an additional four (4) year options to renew at the end of the initial contract. Securus Technologies will pay the WCSO a commission rate of 48% monthly using the formula stated in the RFP Cost and Commission Proposal plus they will provide annual funding for an on-site administrator of \$60,000.00 to be paid monthly and provide \$50,000.00 annual for Technology that will be paid in monthly installments. The Bristol County Sheriff's Office RFP and Cost and commission Proposal are part of this contract.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>1.</u> may be incurred as of the <u>12/1/2012</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>2.</u> may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <u>3.</u> were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>12-1-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Raciel Pickens</u> Print Title: <u>CO</u>		AUTHORIZING SIGNATORY FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>12-1-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mary Ann Reynolds</u> Print Title: <u>Budget Director</u>	

December 11,

Attachment C Current Inmate Call Volume and Commission History

SUMMARY BY MONTH – ALL CALL TYPES

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
July, 2011	1,211,482	309,368	4,045,885
August, 2011	1,141,032	288,941	3,779,846
September, 2011	1,055,988	274,499	3,601,850
October, 2011	1,154,263	299,541	3,964,056
November, 2011	1,189,971	300,649	4,032,564
December, 2011	1,288,070	317,734	4,247,364
January, 2012	1,201,485	307,839	4,158,387
February, 2012	1,143,967	310,474	4,165,804
March, 2012	1,270,034	335,562	4,499,781
April, 2012	1,250,042	315,103	4,200,463
May, 2012	1,223,165	311,637	4,119,418
June, 2012	1,165,420	293,616	3,884,333
Totals:	14,294,919	3,664,963	48,699,751

December 11,

**CURRENT CALL VOLUME
SUMMARY BY MONTH – LOCAL CALLS**

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
July, 2011	43,712	11,088	133,398
August, 2011	39,435	10,538	127,608
September, 2011	37,636	9,494	116,394
October, 2011	44,219	10,339	128,830
November, 2011	40,794	9,978	126,015
December, 2011	46,743	10,899	136,872
January, 2012	40,766	11,066	135,893
February, 2012	41,760	10,993	138,579
March, 2012	44,096	11,801	149,914
April, 2012	42,802	11,047	136,165
May, 2012	43,728	11,363	140,754
June, 2012	39,583	10,373	127,590
Totals:	505,274	128,979	1,598,012

CURRENT CALL VOLUME
SUMMARY BY MONTH – INTRA-LATA/INTRA-STATE CALLS

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
July, 2011	846,464	223,537	2,893,833
August, 2011	800,540	209,247	2,703,210
September, 2011	742,445	199,444	2,576,859
October, 2011	804,888	216,542	2,818,196
November, 2011	830,764	217,179	2,864,134
December, 2011	903,903	229,773	3,017,268
January, 2012	849,940	224,338	2,990,616
February, 2012	808,431	225,562	2,982,392
March, 2012	900,028	244,183	3,226,623
April, 2012	889,058	229,044	3,009,013
May, 2012	871,356	227,140	2,966,790
June, 2012	828,365	214,477	2,802,937
Totals:	10,076,182	2,660,466	34,851,871

CURRENT CALL VOLUME
SUMMARY BY MONTH – INTER-LATA/INTRA-STATE CALLS

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
July, 2011	196,293	45,829	637,525
August, 2011	178,775	40,885	576,992
September, 2011	162,965	38,856	552,233
October, 2011	175,556	41,382	592,504
November, 2011	186,635	42,690	618,164
December, 2011	194,376	44,494	643,158
January, 2012	182,318	42,167	611,377
February, 2012	172,790	43,019	620,070
March, 2012	188,542	46,177	665,736
April, 2012	182,702	43,090	620,987
May, 2012	170,599	40,937	581,069
June, 2012	166,420	38,786	552,718
Totals:	2,157,971	508,312	7,272,533

CURRENT CALL VOLUME
SUMMARY BY MONTH – INTER-LATA/INTER-STATE CALLS

Date	Attempted Record Count	Accepted Record Count	Accepted Total Minutes
July, 2011	125,013	28,914	381,129
August, 2011	122,282	28,271	372,036
September, 2011	112,942	26,705	356,364
October, 2011	129,600	31,278	424,526
November, 2011	131,778	30,802	424,251
December, 2011	143,048	32,568	450,066
January, 2012	128,461	30,268	420,501
February, 2012	120,986	30,900	424,763
March, 2012	137,368	33,401	457,508
April, 2012	135,480	31,922	434,298
May, 2012	137,482	32,197	430,805
June, 2012	131,052	29,980	401,088
Totals:	1,555,492	367,206	4,977,335

COMMISSION HISTORY
Fiscal Year 2011

Date	Total Revenue	DOC Commission
July, 2010	\$ 524,360.39	\$ 145,385.52
August, 2010	\$ 542,740.82	\$ 150,793.77
September, 2010	\$ 530,019.01	\$ 147,887.79
October, 2010	\$ 518,413.07	\$ 126,858.27
November, 2010	\$ 558,836.03	\$ 136,372.20
December, 2010	\$ 550,705.54	\$ 133,684.53
January, 2011	\$ 562,629.81	\$ 136,739.47
February, 2011	\$ 607,920.40	\$ 147,920.53
March, 2011	\$ 564,676.53	\$ 137,096.87
April, 2011	\$ 626,191.66	\$ 151,375.36
May, 2011	\$ 587,036.32	\$ 141,898.70
June, 2011	\$ 582,799.10	\$ 140,319.93
Totals:	\$ 6,756,328.68	\$ 1,696,332.94

December 11,

COMMISSION HISTORY
Fiscal Year 2012

Date	Total Revenue	DOC Commission
July, 2010	\$ 569,833.66	\$ 137,777.08
August, 2010	\$ 567,287.62	\$ 136,237.56
September, 2010	\$ 544,576.81	\$ 130,422.84
October, 2010	\$ 558,647.42	\$ 134,511.98
November, 2010	\$ 606,770.36	\$ 146,511.69
December, 2010	\$ 595,869.21	\$ 144,283.22
January, 2011	\$ 603,942.40	\$ 146,009.63
February, 2011	\$ 641,906.57	\$ 155,614.05
March, 2011	\$ 620,122.79	\$ 149,494.59
April, 2011	\$ 633,108.24	\$ 152,523.01
May, 2011	\$ 592,095.09	\$ 141,267.31
June, 2011	\$ 597,935.28	\$ 142,851.84
Totals:	\$ 7,132,095.44	\$ 1,717,504.80

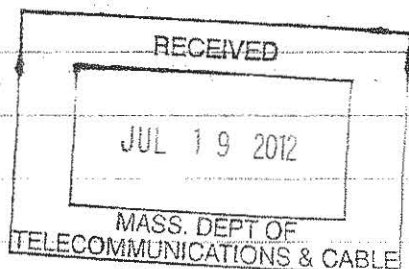
7.13.12

JUL 16 2012

Dear PLS,

My name is Kimani A. Washington, Jr. #56453 and I'm presently being detained at Plymouth County Correctional Facility unit A1 bed 1. I have been here since December 16, 2010. Prior to coming here I was being held at MCI-Concord. Concord had GTL phone services. I had established a prepay account through my canteen account while there. Approximately 2 to 3 days before leaving MCI-Concord I had added funds to my inmate GTL account from my canteen and this is done through the prison. I was at MCI-Concord from Oct. 12, 2010 to December 16, 2010. From MCI-Concord to Plymouth County Correctional Facility, I went from GTL to Evercom. My family had to go through the hassle of changing phone companies and I lost out on the money I had taken out of my canteen account. Since I've been here 19 months countless calls have been dropped and I notice that I'm not being charged according to the quote from the recording. \$3.⁰⁰ first minute and 10¢ each additional minute. That would max that amount out to \$6.⁰⁰ a call and clearly I'm being charged over \$7.⁰⁰ a call.

These calls have put a strain on all my relationships - My mom, my fiancé and sister. My children suffer from a lack of hearing from their father. My mom would like to hear from her son (me) more b.u.t. can't afford to. My fiancé and I are on the verge of calling it quits. These calls (the cost of them) has caused more problems than I can to count.



Sincerely Angry
Kimani A. Washington Jr.



TELECOMMUNICATIONS
12-31-84

~~Charles Washington Collier~~ (mother) ph# 657-312-5511
12 Cantonment ST #2
Quincy, MA 02169

Laurie Floyd (former fiance) ph# 247-1068
3037 Washington ST #406
Roxbury, MA 02119

Lisa Green (sister) ph# 508-933-0232
203 Court ST
Brockton, MA 02301

TO: PLS.

JUL 02 1992

GTL Issues I HAVE Attempted to Address
Pin.# 773840

S.B.C.C. June 2009 to 413-562-8256, 10AM, from Unit J-3. Every 3 to 5 seconds there was a severe skipping noise making it unable to hear on either end what was being said.

O.C.C. July 2010 for 413-210-4043, Money on this account pre-paid from his end was taken ~~as~~ about \$23 because my account was inactive while I was on Phone Sanctions for Disciplinary Reasons.

S.B.C.C. Nov. 2011 for 413-786-7233 Money on this account pre-paid from his end, was taken, about \$25, because my account was inactive while I was on Phone Sanctions for "Disciplinary Reasons." (NOTE: My extended family and friends are forced to pre-pay a min. 25 and then \$1.50 per minute used all up, takes it when ~~made~~ 90 days is up. Now they ~~will not~~ (Family & friends) put \$ on the phone so I can call. I don't call every person all the time, 90 days for \$25 to be used up unfair, a year would be more reasonable.)

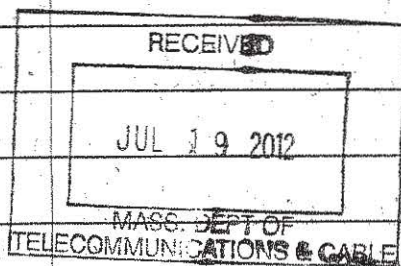
Flip ↓

S.B.C.C. April 2012 to ⁴¹³⁻⁵⁶²⁻⁸²⁵⁷ 413-364-1580 in Units H-2 and G-1
after about 10 min the called party just can't
hear me. I can hear them clear as day.

S.B.C.C. March 15, 2012 (Same) in unit K-3 Low side Phone

S.B.C.C. March 18, 2012 to 413-562-8257 (see copy)
Tele. Form

Signed under the penmanship of purgery
on March 19, 2012.



Scott A. Deschaine
W87473

COPY

Massachusetts Department of Correction
Telephone System Discrepancy Form

INMATE NAME: Scott Deschaine
INMATE PIN #: 773840
HOUSING UNIT: K-3 #01 Lowside Phone
INMATE SIGNATURE: [Signature]
DATE: March 18 2012

PLEASE BE SPECIFIC. ALL INFORMATION MUST BE COMPLETELY FILLED IN.

TELEPHONE NUMBER CALLED: 413-562-8257
INMATE TELEPHONE USED: Sec K-3 Low Side Phone
TIME AND DATE OF CALL: March 18, 2012 10:30AM
EXACT NATURE OR PROBLEM AND/OR CONCERN: AGAIN After about 10 min the
called party does not hear me. I hear them clear as day. This has
been going on for over a month for both of the phone numbers
I call

THINGS THAT MAY DISCONNECT YOUR CALL:

- OTHER PARTY ACCEPTS A CALL WAITING TONE.
- OTHER PARTY TRYING TO MAKE A THREE WAY CALL.
- PLAYING WITH THE BUTTONS, SWITCHHOOK OR RECEIVER DURING CALL.
- ANSWERING MACHINES
- ALL 800 AND 900 NUMBERS
- ANY NUMBER THAT DOES NOT ALLOW COLLECT CALLS.
- HESITATING MORE THAN 4 SECONDS BETWEEN NUMBERS WHILE DIALING.

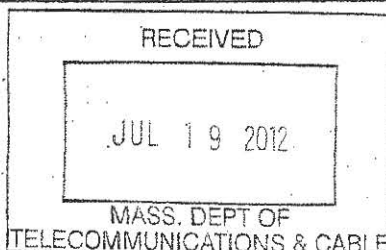
copy, Scott Deschaine

Prisoners Legal Services

"GTL USE ONLY"

DATE RECEIVED: 1 1

REPLY: _____



MASSACHUSETTS DEPARTMENT OF CORRECTION
INMATE TELEPHONE SYSTEM
TROUBLE REPORT FORM

ATTENTION! THIS FORM MUST BE COMPLETELY FILLED OUT OR YOUR CONCERN MAY NOT BE PROPERLY ADDRESSED.

INMATE NAME: Scott Deschaine INMATE PIN #: 773840
 COMMITMENT #: W187473 UNIT: L-3
 INMATE SIGNATURE: Att. A. Vain DATE: April 17, 2012
 INMATE TELEPHONE NUMBER L-3's only Phone TIME CALLED 10:30AM
 TELEPHONE NUMBER CALLED 413-210-4043 DATE CALLED April 15, 2012

EXPLANATION OF TROUBLE: (BE SPECIFIC AND INCLUDE DETAILS)

There was a slight buzz for the first 10 minutes (about) then all the sudden the buzz got so loud. I couldn't finish the phone call.

RESOLUTION OF TROUBLE / CONCERN

SYSTEM ADMINISTRATOR:

DATE RESOLVED:



Alphonse Kamanzi <akamanzi@plisma.org>

Prison Phone Calls for July 19th

1 message

Lori Stanton <stantonfam3@yahoo.com>

Mon, Jun 25, 2012 at 7:17 PM

Reply-To: Lori Stanton <stantonfam3@yahoo.com>

To: "akamanzi@plisma.org" <akamanzi@plisma.org>

Hello,

I am writing to appeal for help with the expense of phone calls from correctional facilities. My Son is in The Berkshire

County House of Correction in Pittsfield, Ma. The phone provider is Securus. At first I only had cell phone

service but the calls would easily drop off and no credit was given. I did install a house phone and it's

hard enough at almost 4.00 per call and each time you have to add money to your account there is a 6.95 ser

vice fee. I recently was told but a visitor I ran into at the jail if you mail a check in there is no service fee. I was

never told this by securus and for the year and a half that my son has been away I have spent nearly three

thousand dollars. He is my only child and a year and a half before this happened his father was killed in a motor

cycle accident, we were legally divorced, engaged to remarry but that didn't happen. After this I fell and had to

have a 5 disc cervical fusion, ending my employment after 24 years and now on disability. I bring this up

because we have both been through so much in 3 years and I need to talk with him as he does me,

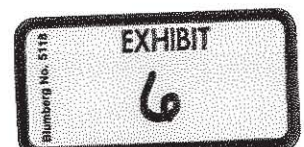
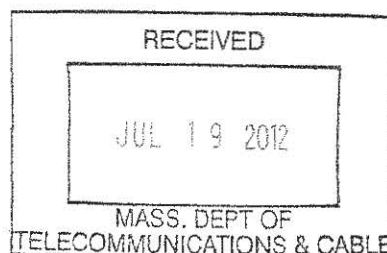
It's financially draining and he's less than 2 miles from my home. I wish there could at least be competition

between the companies to bring the price down and to eliminate the service fee, it hurts the family and in this

case Mom. My son is all that I have and this is difficult, I hope this can be made easier.

Thank You

Lori Stanton
106 Morningview Dr



Pittsfield, Ma 01201

413-441-5140

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Sorenson Communications Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Correction MMARS Department Code: DOC	
Legal Address: (W-9, W-4,T&C): 4192 S. Riverboat Rd. SLC, UT 84123		Business Mailing Address: 50 Maple St., Suite 3, Milford, MA 01757	
Contract Manager: Donna Mahoney		Billing Address (if different):	
E-Mail: dmahoney@sorenson.com		Contract Manager: Brian J. Kearnan	
Phone: (801) 287-9400	Fax: 801-247-9401	E-Mail: bjkearnan@doc.state.ma.us	
Contractor Vendor Code: N/A		Phone: 508-422-3314	Fax: 508-422-3382
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): N/A	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 15-DOC-1000-VRS-A	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Contract for a Video Phone (VP) and Video Relay Services (VRS) accessibility to deaf and hard of hearing inmates within the Department of Correction (DOC). Initial duration is up to four (4) years. Two (2) options to renew; up to one (1) year each option. NO COST CONTRACT. VRS providers are reimbursed for the costs of VRS calls from the Interstate Telecommunications Relay Service (TRS) fund, which the Federal Communications Commission (FCC) oversees.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>July 31, 2018</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>8-25-2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David R. Johnson</u> Print Title: <u>VP Outreach</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>8/29/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Brian Kearnan</u> Print Title: <u>Contract Manager</u>	



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9s policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, s.9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, s.9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c.11, s.12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act, 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontractors, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC s. 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.